



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP14896

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF ADMINISTRATION 601 57TH STREET SE CHARLESTON, WV 25304	304-926-0499
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2010				

BID OPENING DATE: 02/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		305-80		
TRIMBLE OR EQUAL EQUIPMENT THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ADMINISTRATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE THE AGENCY WITH THE COMPONENTS FOR A TRIMBLE (OR EQUAL) LIDAR/SATELLIT AERIAL IMAGERY GROUND CONTROL POINTS COLLECTION SYSTEM AS SPECIFIED HEREIN PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. VENDORS SUBMITTING BIDS FOR EQUIPMENT TO BE CONSIDERED AS EQUALS TO THE MODELS SPECIFIED SHOULD PROVIDE COMPLETE SPECIFICATIONS AND/OR MANUFACTURER PRODUCED LITERATURE WITH THEIR BID SUBMISSION FOR USE BY THE AGENCY DURING BID EVALUATION. THE AGENCY RESERVES THE RIGHT TO REQUEST THIS OR ANY ADDITIONAL INFORMATION FROM THE VENDOR AT ANY TIME DURING THE BID EVALUATION PROCESS. FAILURE BY ANY VENDOR TO COMPLY WITH SAID REQUEST FOR ADDITIONAL INFORMATION WITHIN THE SPECIFIED TIME FRAME AT THE TIME OF THE REQUEST MAY HAVE THEIR BID DISQUALIFIED AND NOT CONSIDERED FOR AWARD. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W. Va. C.S.R. §148-1-6.6)



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2010				

BID OPENING DATE:

02/24/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: CB-23
 RFQ. NO.: DEP14896
 BID OPENING DATE: 02/24/2010
 BID OPENING TIME: 1:30 PM

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ DEP14896 ***** TOTAL: _____						

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LiDAR/Satellite/Aerial Imagery Ground Control Points Collection Infrastructure Specifications

Remote Access System:

- Preconfigured and fully operational cellular modem with 24 month prepaid wireless cellular data plan with Static IP Account and the minimum following features:
- Cellular Data Plan with Static IP limited to no less than 5 GB data upload / download per month
- Cellular Modem to have integrated GPS and 802.11 b/g 2.4GHz Wireless
- Access Point capabilities.
- Cellular Modem to meet US Military and SAE specifications for vibration, shock, drop, Rain/splash, humidity, sand/dust, and salt fog.
- Cellular Modem to provide in vehicle data solutions over high speed CDMA EV-DO Revision A, Release 0, 1X RTT, and CDMA IS95 Cellular Networks.
- Cellular Modem to support the following interfaces:
 - Ethernet: 10/100 Mbps RJ-45
 - USB Type B
 - USB 1.1/2.0 Compliant
 - Serial DB9
 - I/O: High density DB15
- Application Interfaces → TCP/IP, UDP/IP, DHCP, HTTP, NMEA, TAIP, GPS, WI-FI – SMA
- Integrated WiFi features to include:
 - 802.11 b/g 2.4GHz Wireless Access Point
 - Simultaneous Ethernet and Wi-Fi LANs enabled routing capability over Wi-Fi and Ethernet networks
- Cellular Modem to have operating temperature range of -22°F to 158°F
- Cellular Modem to support dual-band operation 800 / 1900 MHz
- Cellular Modem to support Web Interface Remote Management.
- Cellular Modem to have LED Indicators for power, transmit, receive and GPS
- Cellular Modem to include a quad-mode combination external magnetic mount antenna that supports Cell, PCS, WIFI, and GPS all in one device. Quad mode antenna to include coaxial cabling to connect device to Cellular Modem.
- Cellular Modem to have three year factory warranty
- Cellular Modem to have 120 VAC and 12VDC Power Cables.

GNSS Receiver Size:

- Maximum dimensions must not exceed 19 cm wide by 12 cm deep including connectors.

GNSS Receiver Weight with Radio:

- Must not exceed 1.4 kg including internal radio modem, internal battery and UHF antenna.

- The complete RTK rover weight must not exceed 3.7 kg. These items must also be included: radio modem and radio antenna, range pole and internal battery for at least 5.8 hours duty, data collector, data collector bracket.
- Must be operated by mounting on a range pole with 5/8x11 inch thread.
- Range pole must weigh no more than 0.75 kg.

GNSS Receiver Environmental Factors:

- The GNSS antenna and receiver must be rugged and suitable for use in field environments that may be hot, cold, wet or dusty.
- Must pass military specifications described by MIL-STD-810F Fig 514.5C-1 for vibration.
- Electronics must be fully sealed from sand, dust and moisture.
- Must withstand a 2 m non-operating pole drop onto concrete and operate to 40G, 10 msec, sawtooth.
- Must be able to measure specification in temperatures between -40°C to +65°C.
- Must be not less than 100% condensing humidity proof.
- Must be waterproof tested to IPX7 protection classifications according to DIN 40 050 / IEC 529; definition of indexes.
- Must be dust-proof tested to IP6X protection classification.
- Must be able to be transported or stored in the following temperature range without sustaining damage to the equipment → -40°C to +75°C.
- Connectors must fully seal the receiver or when a like-connector is attached.
- Must be supplied with integral dust caps to protect the connector when no cable is connected.

GNSS Receiver Power:

- Must have nominal power consumption of <3.2 W @ 7.4 V while powering the dual-frequency RTK, GNSS antenna, and internal radio modem.
- Power requirements must be in the range of 11 V DC -28 V DC external power input with over-voltage protection on Port 1 (7-pin Lemo).

GNSS Receiver Supplied Internal Battery:

- 7.4 V, 2.4Ah or greater Lithium-ion battery must be rechargeable and removable from the receiver.
- Must be fully sealed.
- Weight of the internal GNSS receiver battery for 5.8 hours operation must not exceed 0.1 kg.
- Must be protectively-enclosed from the environment within the receiver.
- Must power the receiver logging data externally in postprocessing mode for at least 5.8 hours.
- One internal battery must power:
 - The entire GNSS receiver system (including the receive only option radio modem, radio antenna, GNSS receiver and GNSS antenna) for at least 5.8 hours (varies with temperature).

- The entire base GNSS system (including the transmit/receive option radio modem, radio antenna, GNSS receiver and GNSS antenna) for at least 3.7 hours (varies with temperature).
- The entire rover GNSS system (including the GSM/GPRS option modem, GSM antenna, GNSS receiver and GNSS antenna) for at least 4.1 hours (varies with temperature).

GNSS Receiver Memory (Data Storage):

- External data storage must be possible with one of the following:
 - An external data collector in either internal memory or a flashcard.
 - An computer running a Windows operating system (XP, Vista or Windows 7).
- The receiver must not require a CompactFlash card to be present in order to operate and output RTK positions to an external data collector or device that is running Windows Mobile versions 5 operating system or later.
- The receiver must have a minimum of 57 MB of internal memory, 40.7 days or raw observables based on recording data from 14 satellites at 15 second intervals (~ 1.4 MB per day).

GNSS Receiver Internal Antenna):

- Must be able to receive the following frequencies: L1, L2, L5, GLONASS L1/L2, Galileo GIOVE-A and GIOVE-B (simultaneous L1 CBOC, E5A, E5B and E5 AltBOC).
- Must have a 4 point antenna feed for sub-millimeter phase center error and enhanced right-hand circular polarization.
- Must provide low elevation-tracking technology.
- Must have an extremely stable horizontal phase center with < 1 mm in phase-center variation.

GNSS Receiver Bluetooth technology):

- Receiver must be able to be controlled by a controller device that is also supported by Bluetooth technology.
- Must be able to be controlled by a controller device that is also supported by Bluetooth while using an external Cellular Digital Packet Data modem (DCPD) or cellular modem.
- Must have a fully sealed 2.4 GHz. Bluetooth communications port.

GNSS Receiver Communications):

- Receiver must have at least two 3-wire serial ports and one full RS-232 serial port.
- Receiver must have the option to be equipped with a fully sealed internal UHF radio for both receive and transmit functions. The transmit radio must be a low power (0.5 Watt) transmitter to provide 3 – 5 Km RTK range (range varies with topography and operation conditions).
- Receiver must have the option to be equipped with a fully sealed internal GSM/GPRS module for TRK and VRS operation

GNSS Receiver Display:

- The display must be able to show the following information without requiring a separate data collector device:
 - That the supplied power is acceptable or low.
 - That satellites are being tracked.
 - That four or more satellites, fewer than four satellites or no satellites are currently being tracked.
 - That the broadcast signal (cellular or radio) has been accepted from a broadcasting device on the same frequency as the receivers internal radio.

GNSS Receiver Signal Tracking:

- Must support:
 - GPS: L1C/A, L2C, L2E, L5
 - GLONASS: L1C/A, L1P, L2C/A (GLONASS M only), L2P
 - SBAS: L1C/A, L5
 - Galileo GIOVE-A and GIOVE-B (simultaneous L1 CBOC, E5A, E5B and E5 AltBOC).
- When Anti-Spoofing (A/S) (P-code) is activated, the receiver must measure L1 C/A pseudo ranges, L2 and L5 range measurements and the full cycle L1, L2 and L5 carrier phases.
- Receiver must employ multi-bit analog-to-digital (A/D) conversion and Surface Acoustic Wave (SAW) filters at both RF and IF frequencies to provide superior anti-jamming performance.
- It must include a Progeny RF ASIC and 6th Generation Maxwell Digital ASIC to produce the highest precision measurements in all noise/operational environments.
- The receiver must provide unfiltered and unsmoothed pseudo-range data for low noise, low multipath error, low time delay correlation and high dynamic response.
- It must contain a high-precision multiple correlator for L1, L2, and L5 pseudo-range measurements.
- Performance must not be lower during times when A/S is activated compared to during times when A/S is not activated.
- The receiver must employ extremely low noise C/A code tracking technology
- It must employ multipath mitigation techniques.
- It must, after the loss of satellite, provide re-acquisition of both L1 and L2 GPS signals within 15 seconds.
- The receiver must report Signal-to-Noise Ration (SNR) values for L1, L2 and L5 GPS signals and GLONASS L1, L2 for all satellites in Decibel / Hz (dB/Hz) referenced to a 1 Hz bandwidth
- It must provide very low noise L1 and L2 Carrier Phase measurements with <1 mm precision in a 1 Hz bandwidth.
- Receiver must be able to track and compute corrections available from WAAS geostationary satellites.
- Time from power on to acquisition of all L1 and L2 signals available < 30 seconds (with recent ephemeris).
- SNR values must be reported in the same units for L1 and L2 and use the same algorithm.
- SNR values must be available through the visual display and through ASCII output in real time.

GNSS Receiver Channels:

- Receiver must be able to track L1 and L2, L2C, L5 and GLONASS L1/L2 on 26 satellites simultaneously.
- It must have a total of at least 220 channels.

GNSS Receiver Radio Frequency:

- Receiver must use multi-bit aided analog-to-digital sampling.
- It must have technology that enhances low-power satellite signal acquisition.
- Satellite acquisition technology:
 - Must increase the GNSS receiver's ability to maintain lock on the signal once acquired.
 - Must provide improved tracking in areas of high radio interference such as under power lines, around airports and near radio-intensive construction sites.
 - Must also increase the ability to work near trees with minimal signal lock loss.

GNSS Receiver WAAS/EGNOS/MSAS Tracking:

- Receiver must be able to track a WAAS/EGNOS/MSAS satellite for real-time free-of-cost differential positioning and base station location.
- It must not require any additional hardware or firmware options or the use of an additional antenna to track and use WAAS/EGNOS/MSAS satellites.

GNSS Receiver Accuracy:

- Code Differential GNSS Positioning:
 - Horizontal accuracy $\pm 0.25 \text{ m} + 1 \text{ ppm} (\times \text{baseline length}) \text{ RMS}$
 - Vertical accuracy $\pm 0.50 \text{ m} + 1 \text{ ppm} (\times \text{baseline length}) \text{ RMS}$
 - WAAS differential positioning accuracy typically $< 5 \text{ m 3DRMS}$.
- Static GNSS surveying
 - Horizontal accuracy $\pm 3 \text{ mm} + 0.1 \text{ ppm} (\times \text{baseline length}) \text{ RMS}$
 - Vertical accuracy $\pm 3.5 \text{ mm} + 0.4 \text{ ppm} (\times \text{baseline length}) \text{ RMS}$
- Kinematic GNSS surveying
 - Horizontal accuracy $\pm 10 \text{ mm} + 1 \text{ ppm} (\times \text{baseline length}) \text{ RMS}$
 - Vertical accuracy $\pm 20 \text{ mm} + 1 \text{ ppm} (\times \text{baseline length}) \text{ RMS}$
- When used in Real Time Kinematic survey the receiver must be able to initialize automatically while moving with a reliability of $> 99.9\%$.
- Minimal initialization time must be within $10 \text{ sec} + 0.5 \times \text{baseline length}$.
- Receiver must have an azimuth accuracy of $\pm 1 \text{ arc second} + 5/\text{baseline length}$ in kilometers.

GNSS Receiver Logging:

- Receiver must be able to log data at an operator selected interval of 20 Hz, 10 Hz, 5 Hz, 2 Hz, 1 Hz, 2 sec, 5 sec, 10 sec, 15 sec, 30 sec and 60 sec.

- Receiver data collector must be capable of logging data at operator selected intervals of 1 sec, 2 sec, 5 sec, 10 sec, 15 sec, 30 sec and 60 sec.

GNSS Receiver Outputs:

- Must be able to output NMEA messages: AVR, GGA, GSA, GSV, HDT, PTNL_GGK, PTNL_GGK_Sync, PTNL_PJK, PTNL_PJT, PTNL_VGK, PTNL_VHD, RMC, ROT, VTG and ZDA.
- It must be able to output streamed data up to a 20 Hz rate.
- Receiver must be able to output TRCM formats version 2.0, USCG 9-3, 2.1, 2.2, 2.3, 3.0 and 3.1.
- It must be able to output CMR and CMRx format messages.

GNSS Receiver Techniques:

- Receiver must be able to perform Static, Fast Static, Kinematic, and Real Time Kinematic surveying when used with a data collector device

GNSS Receiver Survey Operation:

- Receiver must be able to perform in an externally controlled mode. This must allow for full control and status information of the survey process through a data collector device.
- For Kinematic survey operation, surveys must be able to be performed in the following modes:
 - Postprocessed continuous survey
 - Stop and go survey
 - Real Time Kinematic
 - Stop and go and continuous
- During a RTK survey the receiver must be able to collect raw data when the radio link is not available using a postprocessed infill technique.

Bid Sheet

Company Name: _____

Address: _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	2 each	Trimble R8 GNSS Receiver, 0 SC/SW, 450-470MHZ Transmit/Receive, w/case, charger & batteries or equal		\$
2.0	2 each	TSC2 Survey Controller Data Logger or equal		\$
3.0	2 each	Bracket - Range Pole Bracket or equal		\$
4.0	2 each	Rod - 2.0m Carbon Fiber Range Pole w/bipod or equal		\$
5.0	2 each	Cell Phone Pole Clamp Case		\$
6.0	1 each	HPB450 UHF Radio System, 450-470MHz, 35W, 25kHz or equal		\$
7.0	3 each	On-site training and set up (Daily)		\$
8.0	1 each	Raven X Modem with external antennas or equal		\$
		TOTAL		\$

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

'Debt' means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions including any interest or additional penalties accrued thereon.

'Debtor' means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. 'Political subdivision' means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. 'Related party' means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____ 20__

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____